

CITY OF BLOOMINGTON
2016-201 NORMANDALE BLVD STREET IMPROVEMENT PROJECT
SP 107-020-65
SP 027-634-009
STPM 2716 (052)

Issued: August 15, 2016

The Contractor shall note the following changes and clarifications included in this Addendum #3. Plan sheets 2, 9 and 27 have changed, but are **not** reissued with this addendum.

A revised Proposal form is included with this addendum. The Proposal form that is bound in the specification book is no longer valid.

INVITATION FOR BIDS

A Revised Invitation for Bids is issued herewith changing the bid opening date from 11:00 am on Tuesday, August 16, 2016 to **1:00 pm on Friday, August 19, 2016.**

PLAN CHANGES

The following changes shall be made in the Plans:

1. Sheet No. 2 is hereby modified. A replacement sheet is not being issued. Several contractors have indicated that the contractor designed Steel Sheet Piling quantity is too low. For bidding purposes, the City is revising the quantity, but measurement will still be made by area in square feet of actual sheet piling installed and will still be subject to Article 8.
 - Changed the quantity of 2453.618 "Steel Sheet Piling (Permanent)" for a total of 70,000 SF
 - Changed 2360.502 "Type SP 19.0 Non Wear Course Mix (4,B)" to 2360.502 "Type SP **12.5** Non Wear Course Mix (4,B)." The quantity remains at 13, 126 Tons
2. Sheet No. 9 is hereby modified. A replacement sheet is not being issued.
 - Changed "Type SP19.0 NW Course Mix (4,B)" to "Type SP **12.5** NW Course Mix (4,B)."
3. Sheet No. 27 is hereby modified. A replacement sheet is not being issued.
 - Changed all references to "Type SP19.0 Non Wearing Course Mixture (4,B) (SPNWB430B)" to "Type SP **12.5** Non Wearing Course Mixture (4,B) (SPNWB430B)."

SPECIFICATION CHANGES

The following changes shall be made in the Specifications:

1. The following change shall be made to Division S:
Under S-3 RESPONSIBLE CONTRACTOR delete the second paragraph in its entirety
2. The following change shall be made to Division S:

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Under S-64 (2360) PLANT-MIXED ASPHALT PAVEMENT delete the second paragraph of mix designs and replace with the following:

Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

Type SP 4.75 Wearing Course (2, B)	SPWED240B (used for driveways)
Type SP 12.5 Wearing Course Mix (2,B)	SPWEB230B
Type SP 12.5 Wearing Course Mix (4,F)	SPWEB440F
Type SP 12.5 Non Wear Course Mix (4,B)	SPNWB430B
Type SP 12.5 Bit Mixture for Patching	

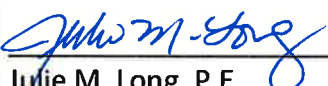
3. The following change shall be made to Division S:
Modify the section S (2575) Mulch Material Type 9 added in Addendum #2

(2575) MULCH MATERIAL TYPE 9

The provisions of MnDOT 2575 are hereby modified and / or supplemented with the following:

The Type 9 mulch located outside of the medians shall match the existing mulch. The remainder of the mulch in the planting beds shall be of a limestone color similar to a Bryan Red, Buff or Keystone Lime. The Contractor shall provide a color sample of the limestone for approval prior to placement.

The Contractor shall include this addendum, when submitting their bid.

 Julie M. Long, P.E. Civil Engineer, Infrastructure License No. 25847	Contractor Name
	Printed Name
	Signature
	Title
	Date

INVITATION FOR BIDS
CITY OF BLOOMINGTON, MINNESOTA

Sealed bids will be received at the office of the City Engineer, 1700 W 98th St, Bloomington, MN 55431, up to the time of bid opening, for construction of the:

2016-201 Normandale Street Improvement Project

SP 107-020-065, SP 027-634-009

STPM 2716 (052)

Federal Aid Project

Which consists of:

- | | | | |
|-----|---------------|--------|--|
| 1. | Approximately | 58,000 | cubic yards of common excavation, |
| 2. | Approximately | 11,000 | cubic yards of muck excavation, |
| 3. | Approximately | 25,000 | cubic yards of Class 5 aggregate base, |
| 4. | Approximately | 71,000 | square feet of retaining wall, |
| 5. | Approximately | 23,000 | tons of bituminous plant mixture, |
| 6. | Approximately | 21,500 | linear feet of concrete curb and gutter, |
| 7. | Approximately | 31,000 | square feet of 4"- 8" concrete walk, |
| 8. | Approximately | 6,000 | linear feet of 12"- 48" storm sewer, |
| 9. | Approximately | 30,000 | linear feet of pavement markings, |
| 10. | Approximately | 33,500 | square yards of sodding/seeding, |
| 11. | Exactly | 1 | systems of revise signal system |

Bids will be publicly opened and read aloud in the South Conference Room at 1700 W 98th St at 1:00 p.m. on Friday, August 19, 2016.

Plans, Specifications, and Proposal forms are on file and are available from the office of the City Engineer, 1700 West 98th Street, Bloomington, MN 55431, upon **non-refundable deposit of a \$75.** Project documents are also available at the City web site www.BloomingtonMN.gov, Keyword "Construction Bidding" The complete set of digital bidding documents are available for downloading at no cost using the City e-gram site. Users will need a ConneX account to access the City e-gram site. Sign up or Log in at: <https://connex.mn.uccs.com/>. For technical help related to ConneX, please call 612-568-8227.

Minimum wage rates to be paid by the Contractors have been predetermined and are subject to the Work Hours Act of 1962, P.L. 87-581 and implementing regulations.

READ CAREFULLY THE WAGE SCALES AND DIVISION A OF THE SPECIAL PROVISIONS AS THEY AFFECT THIS/THESE PROJECT/PROJECTS

The Minnesota Department of Transportation hereby notifies all bidders:

in accordance with Title VI of the Civil Rights Act of 1964 (Act), as amended and Title 49, Code of Federal Regulations, Subtitle A Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, it will affirmatively assure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded maximum opportunity to participate and/or to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, disability, age, religion, sex or national origin in consideration for an award;

in accordance with Title VI of the Civil Rights Act of 1964 as amended, and Title 23, Code of Federal Regulations, Part 230 Subpart A-Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (including supportive services), it will affirmatively assure increased participation of minority groups and disadvantaged persons and women in all phases of the highway construction industry, and that on any project constructed pursuant to this advertisement equal employment opportunity

will be provided to all persons without regard to their race, color, disability, age, religion, sex or national origin;

in accordance with the Minnesota Human Rights Act, Minnesota Statute 363A.08 Unfair discriminatory Practices, it will affirmatively assure that on any project constructed pursuant to this advertisement equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age;

in accordance with the Minnesota Human Rights Act, Minnesota Statute 363A.36 Certificates of Compliance for Public Contracts, and 363A.37 Rules for Certificates of Compliance, it will assure that appropriate parties to any contract entered into pursuant to this advertisement possess valid Certificates of Compliance.

If you are not a current holder of a compliance certificate issued by the Minnesota Department of Human Rights and intend to bid on any job in this advertisement you must contact the Department of Human Rights immediately for assistance in obtaining a certificate.

The following notice from the Minnesota Department of Human Rights applies to all contractors:

"It is hereby agreed between the parties that Minnesota Statute, section 363A.36 and Minnesota Rules, parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based on this specification or any modification of it. A copy of Minnesota Statute 363A.36 and Minnesota Rules, parts 5000.3400 to 5000.3600 is available upon request from the contracting agency."

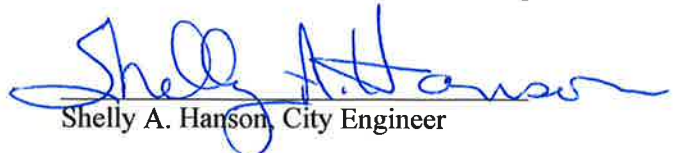
"It is hereby agreed between the parties that this agency will require affirmative action requirements be met by contractors in relation to Minnesota Statute 363A.36 and Minnesota Rules 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statute 363A.36, Subd. 2 and 3)."

No bids will be considered unless sealed, labeled as a bid for the project, and filed with the City Engineer of Bloomington and accompanied by Bid Security, in accordance with the Instructions to Bidders (to be forfeited as liquidated damages in the event the bid be accepted and the bidder shall fail to enter promptly into a written contract and furnish the required bonds). The Contractor is responsible for the delivery of the bid to the office of the City Engineer. The right is reserved to reject any or all bids, to waive informalities, to award the contract in whole or in part, and to award to the bidder the City determines is in the City's best interest.

The City of Bloomington hereby notifies all bidders that businesses owned and controlled by minorities or women will be afforded maximum feasible opportunity to submit bids and/or proposals and will not be subjected to discrimination on the basis of race, color, sex, age, religion, ancestry, handicap, public assistance, marital or national origin.

The City of Bloomington does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all City of Bloomington services, programs and activities. Upon request, the City will attempt to accommodate special needs for this information.

A minimum goal of 20.0% Good Faith Effort to be subcontracted to Disadvantaged Business Enterprises.


Shelly A. Hanson, City Engineer

May 16, 2016

CONTRACT

AND

PROPOSAL

P R O P O S A L

CITY OF BLOOMINGTON

The City Council
City of Bloomington
City Hall
1800 West Old Shakopee Road
Bloomington, MN 55431

***** Bids to be received at the location as stated in the Invitation for Bids *****

Dear Council members:

In accordance with the "Invitation for Bids", inviting proposals for the construction of:

2016-201

Normandale Street Improvement Project

Herein before described and in conformity with the Plans and Specifications on file in the office of the City Engineer, Bloomington, Minnesota, the undersigned hereby certifies that an examination has been made of the Plans and Specifications and the site of the work; and hereby proposed to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified and in the manner and at the time prescribed; and understands that the quantities of work shown herein are approximate only and are subject to increase and decrease and further understands that the quantities of work (whether increased or decreased) are to be performed at the following unit prices:

City of Bloomington Contractor Information Sheet

The undersigned agrees, if awarded the Contract, to execute the Contract and undertake the work as stated in these contract documents. The undersigned further agrees to provide the required bonds, insurance and/or guarantees. Accompanying this Proposal is a 5% Bid Security which is subject to forfeiture in event of default by the undersigned. In submitting this bid, it is understood that the City reserves the right to reject any or all bids, and to award the project based on the proposal the City determines to be in its best interest, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

Is your firm in compliance with EEO requirements? ☐ Yes ☐ No

Do you have a safety program in place? ☐ Yes ☐ No

Provide your Experience Modification Rate (EMR or MOD) for workers compensation for the past three (3) years.

20____ EMR/MOD: _____

20____ EMR/MOD: _____

20____ EMR/MOD: _____

For a new firm who has not yet established an Experience Modification Rate, please provide the following information:

1. A summary of any and all accidents and OSHA recordable claims that have occurred to date, and
2. Contact information for your current insurance agent.

If a corporation, what is the state of incorporation?

If a partnership, state full names of all co-partners.

Official Address: _____ Name of Company: _____

_____ By: _____

_____ Title: _____

_____ By: _____

Date: _____ Title: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MINNESOTA)

2016-201 NORMANDALE STREET IMPROVEMENT PROJECT**SP 107-020-065, SP 027-634-009 STPM 2716 (052)****PROPOSAL FORM - ADDENDUM 3**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
2011.601	CONSTRUCTION SURVEYING	LS	1		
2021.501	MOBILIZATION	LS	1		
2041.610	TRAINEES	HOURL	1,500		
2101.501	CLEARING	ACRE	3.9		
2101.502	CLEARING	TREE	25		
2101.506	GRUBBING	ACRE	3.9		
2101.507	GRUBBING	TREE	20		
2102.502	PAVEMENT MARKING REMOVAL	L F	5,593		
2104.501	REMOVE WATER MAIN	L F	176		
2104.501	REMOVE SEWER PIPE (STORM)	L F	3,292		
2104.501	REMOVE SEWER PIPE (SANITARY)	L F	84		
2104.501	REMOVE CURB & GUTTER	L F	12,753		
2104.501	REMOVE RETAINING WALL	L F	358		
2104.501	REMOVE WOOD RETAINING WALL	L F	1,100		
2104.501	REMOVE FENCE	L F	83		
2104.501	REMOVE CHAIN LINK FENCE	L F	113		
2104.501	REMOVE WOOD FENCE	L F	987		
2104.501	REMOVE GUARDRAIL	L F	128		
2104.505	REMOVE CONCRETE WALK	S Y	677		
2104.505	REMOVE BITUMINOUS PAVEMENT (P)	S Y	43,729		

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
2104.509	REMOVE LIGHTING UNIT	EACH	1		
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	42		
2104.509	REMOVE CASTING	EACH	2		
2104.509	REMOVE HYDRANT	EACH	5		
2104.509	REMOVE SIGN	EACH	54		
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	8,006		
2104.521	SALVAGE CHAIN LINK FENCE	L F	30		
2104.521	SALVAGE WOODEN FENCE	L F	85		
2104.523	SALVAGE WOOD POST	EACH	2		
2104.523	SALVAGE LIGHTING UNIT	EACH	2		
2104.523	SALVAGE SIGN	EACH	30		
2104.523	SALVAGE MAIL BOX SUPPORT	EACH	5		
2104.602	SALVAGE SIGN SPECIAL	EACH	2		
2104.602	SALVAGE ORNAMENTAL METAL GATE	EACH	2		
2105.501	COMMON EXCAVATION (EV) (P)	CU YD	58,663		
2105.522	SELECT GRANULAR BORROW (CV)	C Y	33,861		
2105.522	SELECT GRANULAR BORROW MOD 10% (CV)	C Y	7,241		
2105.523	COMMON BORROW (CV) (P)	C Y	1,194		
2105.601	DEWATERING	LS	1		
2105.607	EXCAVATION SPECIAL (EV), MUCK	C Y	10,911		

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	168		
2130.501	WATER	MGAL	112		
2211.501	AGGREGATE BASE CLASS 5 (P)	TON	25,357		
2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	127		
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	7,488		
2360.501	TYPE SP 4.75 WEARING COURSE MIX (2,B)	TON	32		
2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	1,798		
2360.501	TYPE SP 12.5 WEARING COURSE MIX (4,F)	TON	7,510		
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	13,126		
2360.505	TYPE SP 12.5 BIT MIXTURE FOR PATCHING	TON	1,572		
2411.603	REINFORCED CONCRETE CAP	L F	1,615		
2411.618	PREFABRICATED MODULAR BLOCK WALL	S F	33,093		
2451.607	CRUSHED ROCK (CV)	C Y	1,866		
2452.618	STEEL SHEET PILING (PERMANENT)	S F	70,000		
2501.515	12" RC PIPE APRON	EACH	1		
2501.515	15" RC PIPE APRON	EACH	1		
2501.515	18" RC PIPE APRON	EACH	2		
2501.515	24" RC PIPE APRON	EACH	5		
2501.515	27" RC PIPE APRON	EACH	1		
2501.515	30" RC PIPE APRON	EACH	1		

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
2501.602	REPAIR CULVERT END	EACH	1		
2501.603	CONCRETE BEDDING	L F	40		
2501.603	REINFORCED CONCRETE BEDDING	L F	24		
2502.602	8" PVC PIPE DRAIN CLEANOUT	EACH	28		
2502.603	DRAIN TILE	L F	8,089		
2503.511	4" PVC PIPE SEWER	L F	26		
2503.511	6" PVC PIPE SEWER	L F	52		
2503.511	10" PVC PIPE SEWER	L F	26		
2503.511	6" C900 PVC PIPE SEWER	LF	84		
2503.541	12" RC PIPE SEWER DES 3006 CL V	L F	49		
2503.541	15" RC PIPE SEWER DES 3006 CL V	L F	4,040		
2503.541	18" RC PIPE SEWER DES 3006 CL V	L F	312		
2503.541	24" RC PIPE SEWER DES 3006 CL III	L F	445		
2503.541	24" RC PIPE SEWER DES 3006 CL V	L F	252		
2503.541	27" RC PIPE SEWER DES 3006 CL III	L F	22		
2503.541	30" RC PIPE SEWER DES 3006 CL V	L F	73		
2503.541	42" RC PIPE SEWER DES 3006 CL III	L F	81		
2503.541	60" RC PIPE SEWER DES 3006 CL III	L F	478		
2503.602	6" PVC BACKWATER VALVE	EA	3		
2503.602	INTERNAL MANHOLE CHIMNEY SEAL	EACH	15		

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
2504.602	16"X8" TEE FITTING	EACH	1		
2504.602	HYDRANT	EACH	5		
2504.602	ADJUST VALVE BOX	EACH	15		
2504.602	6"X6" TEE FITTING	EACH	1		
2504.602	8"X6" TEE FITTING	EACH	1		
2504.602	6" GATE VALVE & BOX	EACH	6		
2504.602	8" GATE VALVE & BOX	EACH	1		
2504.602	RELOCATE CURB STOP & BOX	EACH	1		
2504.602	ADJUST CURB BOX	EACH	6		
2504.602	REVISE IRRIGATION SYSTEM	EACH	3		
2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	71		
2504.603	8" WATERMAIN DUCTILE IRON CL 52	L F	68		
2504.603	WATERMAIN ENCASEMENT	L F	179		
2504.604	6" POLYSTYRENE INSULATION	S Y	756		
2504.608	DUCTILE IRON FITTINGS	LB	319		
2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	1		
2506.502	CATCH BASIN DESIGN SPEC	EACH	50		
2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	23		
2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	3		
2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	2		

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
2506.502	CONST DRAINAGE STRUCTURE DES 84-4020	EACH	1		
2506.502	CONST DRAINAGE STRUCTURE DES 96-4020	EACH	6		
2506.516	CASTING ASSEMBLY	EACH	2		
2506.522	ADJUST FRAME & RING CASTING	EACH	12		
2506.602	RECONSTRUCT MANHOLES	EACH	8		
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	1		
2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	3		
2506.602	STANDARD CATCH BASIN	EACH	80		
2511.501	RANDOM RIPRAP CLASS III (P)	C Y	61		
2511.511	GRANULAR FILTER (P)	C Y	5.1		
2521.501	4" CONCRETE WALK	S F	16,065		
2521.501	6" CONCRETE WALK	S F	4,376		
2521.501	8" CONCRETE WALK	S F	948		
2521.501	4" CONCRETE WALK SPECIAL 1	S F	10,317		
2531.501	CONCRETE CURB & GUTTER DESIGN B424	L F	20,699		
2531.501	CONCRETE CURB & GUTTER DESIGN B612	L F	306		
2531.501	CONCRETE CURB & GUTTER DESIGN B618	L F	358		
2531.501	CONCRETE CURB & GUTTER DESIGN D412	L F	105		
2531.602	CONCRETE MEDIAN NOSE	EACH	11		
2531.618	TRUNCATED DOMES	S F	493		

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2533.507	PORTABLE PRECAST CONCR BARRIER DES 8337	L F	7,678		
2533.508	RELOCATE PORT PRECAST CONC BAR DES 8337	L F	8,044		
2540.602	INSTALL MAIL BOX SUPPORT	EACH	5		
2540.603	LANDSCAPE EDGER	L F	206		
2545.511	LIGHTING UNIT TYPE SPECIAL	EACH	1		
2545.515	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	1		
2545.523	2" NON-METALLIC CONDUIT	L F	110		
2545.531	UNDERGROUND WIRE 1 COND NO 6	L F	330		
2545.602	INSTALL LIGHTING UNIT	EACH	2		
2550.602	INSTALL WOOD POST	EACH	2		
2554.501	TRAFFIC BARRIER DESIGN SPECIAL	L F	25		
2554.501	TRAFFIC BARRIER DESIGN B8338	L F	75		
2554.523	END TREATMENT-ENERGY ABSORBING TERMINAL	EACH	1		
2554.615	IMPACT ATTENUATOR	AMBY	12		
2554.615	RELOCATE IMPACT ATTENUATOR	AMBY	7		
2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	L F	3,258		
2557.516	PEDESTRIAN GATE DESIGN SPECIAL	EACH	12		
2557.517	VEHICULAR GATE-DOUBLE	EACH	1		
2557.602	INSTALL ORNAMENTAL METAL GATE	EACH	2		
2557.603	TEMPORARY FENCE DESIGN SPECIAL	L F	550		

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2557.603	WOODEN FENCE	L F	2,610		
2557.603	INSTALL CHAIN LINK FENCE	L F	30		
2557.603	FENCE, CEDAR SPLIT RAIL	LF	155		
2563.601	TRAFFIC CONTROL	LS	1		
2563.602	PORTABLE CONCRETE BARRIER DELINEATOR	EACH	770		
2563.610	POLICE OFFICER	HOURL	40		
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UDAY	96		
2563.618	CONSTRUCTION SIGN-SPECIAL	S F	112		
2564.531	SIGN PANELS TYPE C	S F	253.65		
2564.550	DELINEATOR TYPE X4-13	EACH	2		
2564.550	SIGN TYPE SPECIAL	EACH	6		
2564.552	HAZARD MARKER X4-2	EACH	8		
2564.602	INSTALL SIGN	EACH	2		
2564.602	INSTALL SIGN TYPE SPECIAL	EACH	2		
2565.601	TRAFFIC CONTROL INTERCONNECTION	LS	1		
2565.616	REVISE SIGNAL SYSTEM	SYS	1		
2571.501	CONIFEROUS TREE 6' HT B&B	TREE	106		
2571.502	DECIDUOUS TREE 1.75" CAL BR	TREE	27		
2571.502	DECIDUOUS TREE 2.5" CAL B&B	TREE	96		
2571.504	CONIFEROUS SHRUB 2.5' HT CONT	SHRB	9		

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
2571.505	DECIDUOUS SHRUB 2.5' HT CONT	SHRB	21		
2571.505	DECIDUOUS SHRUB 3' HT CONT	SHRB	46		
2571.507	PERENNIAL NO 1 CONT	PLT	2,431		
2571.507	PERENNIAL NO 2 CONT	PLT	625		
2573.502	SILT FENCE, TYPE HI	L F	10,262		
2573.530	STORM DRAIN INLET PROTECTION	EACH	215		
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	L F	2,529		
2573.550	EROSION CONTROL SUPERVISOR	LS	1		
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	4		
2574.525	FILTER TOPSOIL BORROW SPECIAL	C Y	1,849		
2574.525	LOAM TOPSOIL BORROW	C Y	4,481		
2575.505	SODDING TYPE LAWN	S Y	6,341		
2575.513	MULCH MATERIAL TYPE 6	C Y	214		
2575.513	MULCH MATERIAL TYPE 9	C Y	474		
2575.571	RAPID STABILIZATION METHOD 3	MGAL	17.41		
2575.572	RAPID STABILIZATION METHOD 4	S Y	4,596		
2582.501	PAVT MSSG PAINT	S F	64		
2582.501	PAVT MSSG PREFORM TAPE GROUND IN	S F	176		
2582.502	6" DOTTED LINE WHITE-PAINT	L F	57		
2582.502	4" SOLID LINE WHITE-PAINT	L F	1,744		

2016-201 NORMANDALE STREET IMPROVEMENT PROJECT

SP 107-020-065, SP 027-634-009 STPM 2716 (052)

PROPOSAL FORM - ADDENDUM 3

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
2582.502	4" BROKEN LINE WHITE-PAINT	L F	2,200		
2582.502	4" SOLID LINE YELLOW-PAINT	L F	890		
2582.502	4" DOTTED LINE YELLOW-PAINT	L F	1,953		
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	L F	18,929		
2582.502	8" SOLID LINE WHITE-EPOXY	L F	200		
2582.502	4" BROKEN LINE WHITE-EPOXY	L F	2,745		
2582.502	4" SOLID LINE WHITE-EPOXY-GR IN	L F	950		
2582.502	4" DBLE SOLID LINE YELLOW-EPOXY- GR IN	L F	645		
2582.503	CROSSWALK PREF THERMO GR IN	S F	450		

2016-201 PROJECT TOTAL = _____

) ss
COUNTY OF HENNEPIN)

_____ being first duly sworn deposes and says that:

(1) He/She is _____ of _____
OWNER, PARTNER, OFFICER REPRESENTATIVE OR AGENT

_____, the Bidder that has submitted the attached bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bloomington or any person interested in the proposed Contract and;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

Insert Attachment A
Responsible Contractor Certification of Compliance
Here

CONTRACT

THIS AGREEMENT, made on the _____ day of _____, 2016, by and between the CITY OF BLOOMINGTON, party of the first part, hereinafter called the CITY, and _____ party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, that the Contractor and the City, for the considerations hereinafter named, agree as follows:

I. SCOPE OF WORK

The Contractor hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the Work shown on the Plans and described in the Specifications for the Project entitled:

2016-201

Normandale Street Improvement Project

in accordance with the requirements and provisions of the Contract Documents as defined in the General Specifications which are hereby made a part of this Agreement.

II. TIME OF COMPLETION

The Work to be performed under this Contract shall be commenced within eight (8) calendar days after the date of written notice by the City to the Contractor to proceed. The construction of the improvements shall be completed as specified in the Special Provisions.

III. PAYMENT

A. **The Contract Sum** - The City shall pay to the Contractor, for the duration of the Agreement the amounts determined for the total number of units of Work completed at the unit price stated in the attached Bid Proposal. The number of units contained in this Bid Proposal is an approximation only, and the final payment shall be made for the actual number of units that are installed, constructed or otherwise incorporated as part of the Work covered by the Agreement.

B. Progress Payments

1. The City Engineer shall prepare an estimate covering the total quantities under each item of Work that has been completed from the start of the job, up to and including the last day of the preceding month, and the value of the Work completed, determined in accordance with the schedule of unit prices for such items, on or not later than the fifth (5th) day of each month. This estimate shall also include an allowance for the cost of such materials and equipment required to perform the permanent Work as has been delivered to the site and suitably protected by the Contractor but not as yet incorporated in the Work.

2. The City shall pay to the Contractor an amount which, together with previous payments, equals 95% of the amount of the monthly estimate of the City Engineer, not later than the fifteenth (15th) day of the month.
3. Upon the determination of the City Engineer that the Work of the project is 95% or more completed, the City shall release such portions of the retained contract price as the City Engineer determines are not required to be retained to protect the City's interest in satisfactory completion of the Agreement.

IV. ACCEPTANCE AND FINAL PAYMENT

- A. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the City Engineer shall within ten (10) days make such inspection. When he/she finds the Work acceptable under the Contract and the Contract fully performed, he/she will issue a final estimate (i.e., final pay application or final payment). The final estimate shall constitute final acceptance and serve as the final certificate for the project.
- B. Before final payment is due, the Contractor shall submit evidence satisfactory to the City Engineer that all payrolls, material bills, and other indebtedness connected with the Work have been paid, except that in case of disputed indebtedness of liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by Surety Bond.
- C. The making and acceptance of the final payment shall constitute a waiver of all claims by both parties, other than those arising from:
 1. Unsettled liens;
 2. From faulty Work appearing within 12 months after final payment;
 3. From requirements of the specifications, or from manufacturers' guarantee; and/or
 4. Claims previously made and still unsettled.

V. AUDIT

All books, records, documents and accounting procedures and practices of the Contractor relevant to this Contract shall, pursuant to Minn. Stat. § 16C.05, subd. 5 be subject to examination at all times by the City, and as appropriate, by either the legislative or state auditor.

VI. PRIORITY

If there is a conflict or inconsistency between this Agreement and the Specifications and Special Provisions, the parties agree to the following priority of documents:

- A. This Agreement.
- B. Special Provisions and Specifications

VII. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

VIII. MISCELLANEOUS

- A. The Contractor shall furnish within seven (7) days after notice of acceptance of the bid two (2) bonds, a performance and payment bond, each in the amount of the full contract price, and in compliance with State statutes to guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors and material. In addition to the term of this Agreement, the performance bond shall cover an additional one (1) year period after final acceptance by the City, with respects to faulty workmanship and materials. Both bonds shall be furnished by a corporate surety company authorized to do business in the state of Minnesota and acceptable to the City subject to the approval of the City Attorney as to form.
- B. To the fullest extent allowed by law the Contractor shall defend, indemnify and hold harmless the City of Bloomington, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Contractor's (including its officials, agents, or employees) performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Contractor.

- C. The Contractor shall not commence work under this Contract until all insurance required under this article has been obtained and until copies of policies and certificates required by this article are submitted to: Office of the City Clerk, 1800 West Old Shakopee Road, Bloomington, MN 55431. The Contractor shall not allow any subcontractor to commence work on the project until subcontractor's insurance has been obtained and submitted to the Contractor. The Contractor will require the subcontractor to have the same policy requirements as listed below, and where applicable will require the subcontractor to provide a certificate of insurance and an actual policy endorsement that names the City and County as an additional insured on the subcontractor's policies.

1. Commercial General Liability and Property Damage Insurance.

The Contractor shall take out and maintain at its own cost and expense, commercial general liability and property damage insurance, during the period from the commencement until final completion of the any and all work under this contract. To the fullest extent allowed by law, said insurance shall protect the Contractor, any subcontractor performing work covered by the Contract, and the City from claims for any injury or property damage which may arise from operations under this Contract, whether operations be made by the Contractor, subcontractor, or by anyone directly or indirectly employed by either of them. This also includes claims arising by reason of any injury or damage sustained after the Contractor has completed the work or left the site thereof. The commercial general liability insurance shall be in the following amounts:

Bodily injury in the amount of at least \$1,500,000 per occurrence and \$1,500,000 for injuries or death arising out of each occurrence.

Property damage liability in the amount of \$1,500,000 for each occurrence.

To meet the above requirements, the Contractor may use a combination of Commercial General Liability and Umbrella coverage, as long as the City approves such use and it is evidenced on the Certificate of Insurance naming the City as an additional insured on both policies. The Umbrella needs to be a following form coverage and provide a thirty (30) day notice of cancellation.

2. Worker's Compensation Insurance and Employer's Liability.

The Contractor shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181 subd 2.

Employer's Liability – Bodily injury by:

Accident – Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

3. Business Automobile Liability Insurance.

Contractor shall secure and maintain during the life of this Contract business automobile liability insurance in the minimum amount of \$1,500,000 for bodily injuries, including death, per occurrence; and automobile property damage insurance in the minimum amount of \$1,500,000. Each motor vehicle, including hired vehicles, engaged in operation within the terms of this Contract shall be covered by such automobile insurance.

4. Professional Liability

Per Claim	\$1,500,000
Aggregate	\$2,000,000

5. Certificates.

The Contractor further agrees to name the City and County as additionally insured on the commercial general liability and business automobile liability insurance policies. Copies of all certificates, endorsements and policies, naming the City as additionally insured, shall be filed with the City Clerk. The certificates shall be executed by the insurer and shall expressly stipulate that the policies are non-cancelable until after thirty (30) days notice in writing to the City. The canceling company and/or the replacing company shall be responsible for all work completed prior to the cancellation of policies. All insurance policies and certificates shall be submitted prior to the execution of the Contract and shall be subject to the approval of the City Attorney.

- D. In the event of a dispute between the City and the Contractor, the parties hereto agree that the City Engineer shall determine the amount and quality of work in the Improvements included in the Contract. If no agreement can be reached, the City and the Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, MN 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.
- E. The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.
- F. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363A, as amended.

- G. The parties hereto agree to comply with Section 504 of the Rehabilitation Act of 1973/31 CFR Part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, review, and if necessary modify, their programs and activities so that discrimination based on handicap is eliminated."
- H. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.
- I. The Contractor agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this Agreement.
- J. The Contractor agrees that it must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor agrees to pay interest of 1-1/2 percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime Contractor must be awarded its costs and disbursements, including attorneys fees, incurred in bringing the action.
- K. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and signed by both parties.
- L. Either party may terminate this Agreement, for any reason, upon giving thirty (30) days advanced written notice to the other party.

The City reserves the right to cancel this Agreement at any time in event of default or violation by the Contractor of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

- M. This Agreement shall not be assignable except at the written consent of the City.
- N. This Agreement represents the entire Agreement between the Contractor and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- O. The Contractor agrees, as a condition of being awarded this Contract, to require each of its agents, officers and employees to abide by the City of Bloomington's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Contract. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.

P. The parties agree that this Agreement shall be governed by the laws of the State of Minnesota.

Q. Pursuant to Chapter 2, Article VII of the City Code, the Contractor agrees as follows:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
3. That a violation of this section is a misdemeanor; and
4. That this contract may be canceled or terminated by the City, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

R. Signature/Execution: The person signing this Agreement (hereafter "Signatory") represents and warrants that the Contractor has authorized him/her to execute this Agreement on its behalf and agrees to be bound by its terms and conditions, including the agreement of the Contractor to indemnify and hold the City harmless. In the event the Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Contractor, as set forth herein, personally.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the date and year first written above.

City of Bloomington

DATED:_____

By:_____

Mayor

DATED:_____

By:_____

City Manager

Reviewed and approved by the City Attorney.

City Attorney

Contractor

DATED:_____

By:_____

Title of Signatory:_____

Name of Company:_____